

**[ONE TIME/NON-EXCLUSIVE USE LICENSE]**

Sony Music Entertainment  
550 Madison Avenue, New York, NY 10022

PO Number **888040-001**

DATE **2/18/2014**

**CREATIVE GROUP  
ARTWORK PURCHASE ORDER**

Vendor: Glen Craig

30-60 Crescent Street, Apt 2C  
Astoria, NY 11102

Sony Music Artist: Miles Davis

Label: Legacy

Reference #: 22701

Photographer/Graphic Artist:

Glen Craig

Ph: (718) 278-2683

Secondary: (917) 398-6761

Job #:

888040

Commitment #: 001

ArtDirector:

Josh Cheuse

Approval Necessary:

Nell Mulderry

Date Sent: 2/18/14

Date first published: \_\_\_\_\_

**JOB SPECIFICATIONS**

Project Title (Artist/Album, if applicable): Miles Davis / "At The Fillmore"

Description of photograph(s)/graphic artwork:

Thirteen (13) pre-existing photographs used in connection with Miles Davis / "At The Fillmore". See 'Other' for usage descriptions.

Delivery Date of Materials: \_\_\_\_\_

Fee: \$ **5,000.00**

Expenses, if any: Not to exceed \$ 0.00

Rights Purchased: **One-Time/Non-Exclusive Use License for Project**

Restrictions, if any:

Other: Eleven (11) pre-existing photographs used inside the music packaging, a copy of which is attached hereto as Exhibit A, Two (2) pre-existing photographs used for publicity and inside the music packaging, a copy of which is attached hereto as Exhibit B (the "Licensed Photographs").

*Subject to Standard Terms and Conditions on Reverse Side*

Accepted and Agreed To:  
Sony Music Entertainment

By: \_\_\_\_\_

Name/Title

JENNIFER GOODMAN  
VICE PRESIDENT  
BUSINESS & LEGAL AFFAIRS

Telephone:

Accepted and Agreed To:

Vendor Name: Glen Craig

By: \_\_\_\_\_

Name/Title

Federal Tax Number: **119-42-4552**

Telephone:

**(718) 278-2683**

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550 Madison Avenue, New York, New York 10022

PO Number **888040-001**

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**Standard Terms and Conditions**

The Purchase Order on the reverse side is subject to the following terms and conditions which have been mutually agreed upon and which, together with the Purchase Order, constitute the full agreement between Vendor ("you") and Sony Music Entertainment ("we" or "us"):

## 1. Definitions:

"Records" means all forms of reproductions, transmissions or communications of sound, now or hereafter known, including, without limitation, Records embodying or reproducing sound alone and audiovisual Records.

"Material" means all graphic artwork or photographs, including, but not limited to, transparencies, negatives, slides, illustrations, test shots, preliminary sketches or pictures created and/or supplied by you under this agreement.

2. The rights granted to us by you hereunder, under copyright or otherwise, in the Material shall be expressly limited only as set forth on the reverse side. Notwithstanding anything contained herein, our rights shall include the right to use the Material in connection with Records embodying the Project, including, but not limited to, physical and digital packaging, and in all related promotional, advertising, marketing and promotional merchandising (i.e., not for resale) materials, perpetually and throughout the universe.

3. You will furnish to us the Material in accordance with the plans and concept approved by us and our other directions. You will deliver the finished Material to us on or before the Due Date, together with all releases, licenses, approvals and consents required for its production and use in accordance with this agreement, in form and substance satisfactory to us.

4. As full payment to you hereunder and in full consideration of all rights in the Material granted herein, we will pay you, promptly after the later of (i) our receipt of the Material (together with all necessary releases, licenses, approvals and consents) or (ii) the execution of this agreement, (a) the Fee, plus actual Expenses, if applicable, for which you have submitted to us documentation satisfactory to us evidencing your payment or incurrence of such Expenses, if we use the Material, or (b) one-half of the Fee, plus actual Expenses, if applicable, for which you have submitted to us documentation satisfactory to us evidencing your payment or incurrence of such Expenses, if we determine that the Material is unsatisfactory because it does not comply with paragraph 3 or is not of appropriate quality for the intended use. If we pay you under clause (b) above but later use the Material, you will be entitled to an additional payment in the amount of one-half of the Fee.

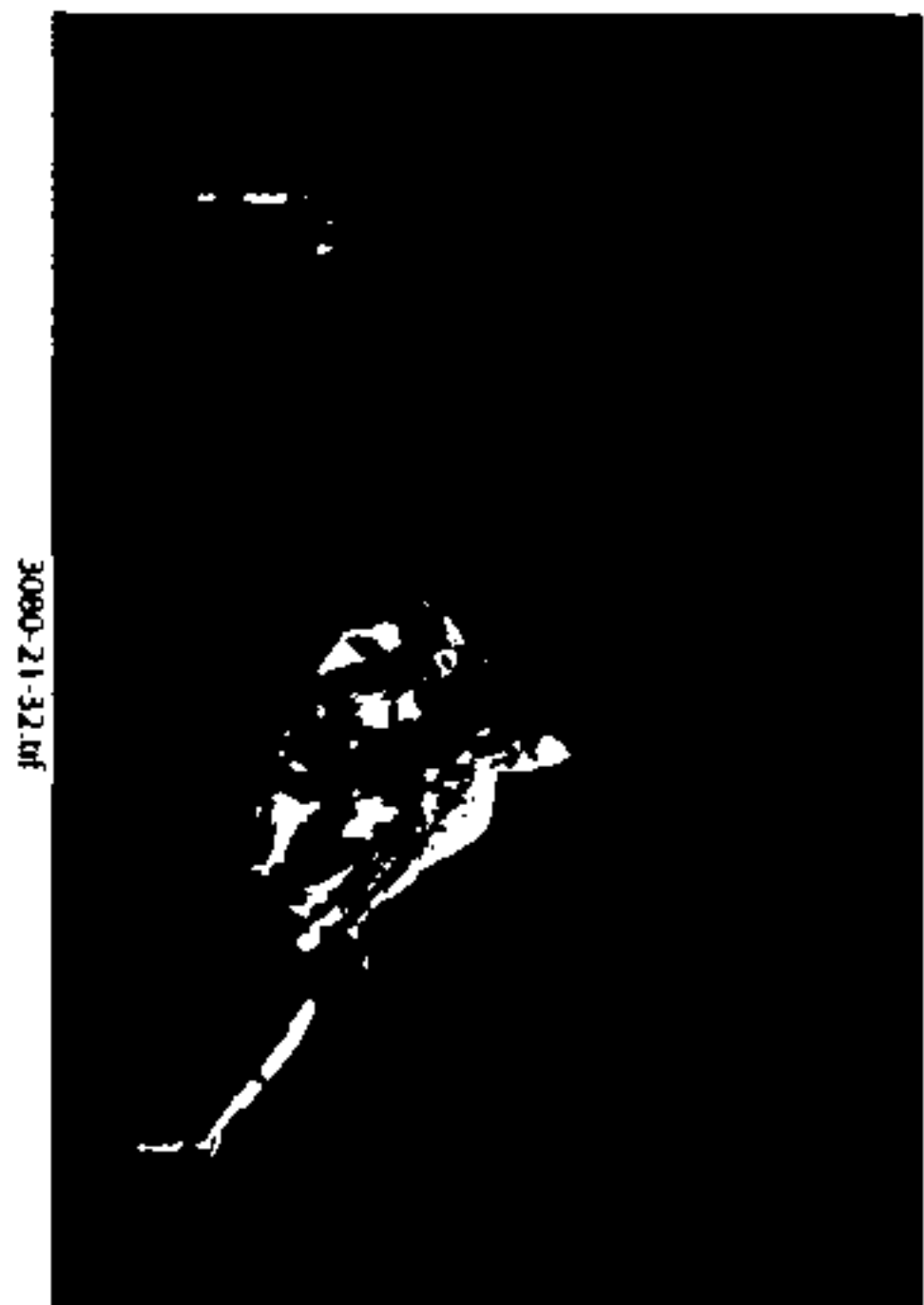
5. You warrant and represent that: (a) you are the sole owner of the Material and all rights in it, under copyright and otherwise; (b) you have the right and power to enter into and fully perform this agreement; (c) no use of the Material by us or our licensees for any purpose will violate any law or infringe any rights of others; (d) we will not be required to make any payments in connection with the Material, except as provided in paragraph 4; and (e) neither you nor any other person deriving rights from you has used, authorized or permitted, or in the future will use, authorize or permit, the use of the Material or any substantially similar material in any manner which would impair the rights herein granted. You will indemnify us and any licensee of ours against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of any warranty or representation made by you in this agreement.

6. In accordance with Article 2-207 of the Uniform Commercial Code, any inconsistent or additional terms or conditions to this agreement, or any deletions hereof, made by you are expressly rejected hereunder and shall not become part of this agreement and shall have no force or effect. Your acceptance of any portion of the Fee or your delivery to us of any of the Material hereunder shall be deemed your acceptance of all of the provisions of this agreement. Without limiting the generality of the foregoing, we reject as unbinding and unenforceable (a) any valuation, statement of worth or representation, in any form whatsoever, as to the value of the Material, and (b) any invoice, fee schedule, statement, punitive fee provision or any other representation, in any form whatsoever, that states or implies that we shall be obliged to pay a specified or undetermined amount for any misplaced, lost or damaged Material.

7. This agreement contains the entire understanding of the parties relating to its subject matter and supersedes all prior representations, negotiations, writings (including invoices and similar documentation) and agreements with respect to the subject matter hereof. This agreement will be governed by the laws of the state of New York applicable to contracts entered into in New York and entirely performed there. No change of this agreement will be binding upon us unless it is made by an instrument signed by you and an authorized signatory of Sony Music. We may assign our rights under this agreement in whole or in part. You will perform under this agreement as an independent contractor and not as our agent or employee.



# EXHIBIT A



Packaging Rights Only

## EXHIBIT B



3080-17-29.tif



3080-14-16A.tif

**Packaging & Publicity Usage**



scanned: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Document Scanning Form

Artist: Miles Davis

Rep Owner/Label (check one):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Columbia Records                                      | <input type="checkbox"/> Masterworks/SCI           |
| <input type="checkbox"/> Epic Records   | <input type="checkbox"/> Nashville                 |
| <input type="checkbox"/> RCA Records  | <input type="checkbox"/> US Latin                  |
| <input type="checkbox"/> Commercial Music Group   | <input type="checkbox"/> SMI [International deals] |
| <input type="checkbox"/> Sony Music, USA [use only for deals that are not label specific] |  |

Contracted With: Glen Craig

Contract Date: February 18, 2014

Author: Jennifer Goodman

Document #: 888040-001 Hummingbird ID: \_\_\_\_\_  
(required) (if available)

Selection # or Project #: \_\_\_\_\_  
(if relevant)

Subject/Comments: Miles Davis / "At The Fillmore"

☐ Check here to send a copy to the GDB Digital Deal file room as well

Document Type: (please check one)

- |   |   |   |
|---|---|---|
| <input type="checkbox"/> Amendment                    | <input type="checkbox"/> Letter of Direction          | <input type="checkbox"/> <b>Recording Agreement</b>       |
| <input type="checkbox"/> Artist Correspondence        | <input type="checkbox"/> Master Use License In        | <input type="checkbox"/> Sample In                        |
| <input checked="" type="checkbox"/> Artwork Agreement | <input type="checkbox"/> Master Use License Out       | <input type="checkbox"/> Sample Out                       |
| <input type="checkbox"/> Audit / Litigation           | <input type="checkbox"/> Misc. Documents              | <input type="checkbox"/> Side Artist Agreement/Grant Form |
| <input type="checkbox"/> Change of Address/Legal Rep  | <input type="checkbox"/> No Objection Letter          | <input type="checkbox"/> Tax Form                         |
| <input type="checkbox"/> Deal Memo                    | <input type="checkbox"/> Option Exercise Notice       | <input type="checkbox"/> Termination                      |
| <input type="checkbox"/> Exclusivity Waiver           | <input type="checkbox"/> Payment/Check Req/Voucher    | <input type="checkbox"/> Union Agreement                  |
| <input type="checkbox"/> International Licensing      | <input type="checkbox"/> Producer/Dec/Remix Agreement | <input type="checkbox"/> Venue Agreement                  |
| <input type="checkbox"/> Label/JV/P&D Agreement       | <input type="checkbox"/> Publishing Agreement         | <input type="checkbox"/> Video                            |